



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	11-15-11	AGENDA REQUEST NO:	III-C
INITIATED BY:	KAREN GLYNN ASSISTANT CITY MANAGER	RESPONSIBLE DEPARTMENT:	ASSISTANT CITY MANAGER
PRESENTED BY:	CRAIG LANDIN MUNICIPAL COURT JUDGE	DEPARTMENT HEAD:	KAREN GLYNN <i>Kg</i>
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	ASSOCIATE JUDGE APPOINTMENTS AND CONTRACT APPROVAL ADMINISTER OATH OF OFFICE		
EXHIBITS:	CONTRACT BETWEEN THE CITY OF SUGAR LAND AND JAMES L. GASCOYNE CONTRACT BETWEEN THE CITY OF SUGAR LAND AND PHYLLIS A. ROSS		
CLEARANCES		APPROVAL	
LEGAL:	JOE MORRIS CITY ATTORNEY <i>Joe Morris</i>	ASSISTANT CITY MANAGER:	N/A
PURCHASING:	TODD REED PURCHASING MANAGER <i>Todd Reed</i>	ASSISTANT CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN DIRECTOR OF BUDGET & RESEARCH <i>JB</i>	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		BASED ON HOURS WORKED	
CURRENT BUDGET: \$		25,000.00	
ADDITIONAL FUNDING: \$		0	
RECOMMENDED ACTION			
The Compensation Committee recommends the appointment of and approval of a contract with James L. Gascoyne and Phyllis A. Ross as Associate Judges of the Municipal Court.			

EXECUTIVE SUMMARY

The City has previously appointed three persons to serve as Associate Judge in the Sugar Land Municipal Court to perform the duties of Judge Landin in his absence and to arraign prisoners on weekends. These duties are performed through contract with the Associate Judges. Judge Craig Landin has requested the need to appoint additional Associate Judges as the previous Associate Judge has moved out of state. Judge Landin has reviewed applicants and made a recommendation to the Compensation Committee. The recommendation includes appointment of James L. Gascoyne and Phyllis A. Ross. Nina Shaefer and Nancy Lusk will continue to serve as Associate Judges.

James L. Gascoyne lives and practices law in Sugar Land. He earned a Bachelor of Science in Criminal Justice from the University of Texas – El Paso and a law degree from the University of Houston. He comes highly recommended by Associate Judge Nina Schaefer who has served with him on the local grievance committee of the State Bar of Texas which he chairs. He maintains a civil trial practice defending a wide variety of tort claims and insurance matters. He has been elected to the American Board of Trial Advocates and is Life Fellow in the Texas Bar Foundation.

Phyllis A. Ross lives in Sugar Land and practices law in Houston and Sugar Land. She has worked as an attorney in the health care field as in-house counsel to the Methodist Hospital System and Director of Risk Management for Health Plus. She now focuses her practice on criminal law but continues to handle a broad range of civil matters. She received a degree in education from the University of Texas at Austin and her law degree from the University of Houston. She has volunteered with Keep Sugar Land Beautiful and worked with the Girl Scouts.

The appointment of James L. Gascoyne and Phyllis A. Ross as Associate Judges of the Municipal Court and approval of individual contracts for this service is recommended. Funding is budgeted in the City Attorney's Office to cover the contractual services for the Associate Judges.

EXHIBITS

PROFESSIONAL SERVICES CONTRACT

This Contract is made between the **City of Sugar Land, Texas**, (the **City**), and **James L. Gascoyne (Gascoyne)**.

1. Services. Gascoyne will serve as one of the associate judges of the City's municipal court. The associate judge performs all the duties of the presiding judge when the presiding judge is absent or unable to perform his or her duties. The associate judges report to and are supervised by the presiding judge. The presiding judge will establish or approve the schedules and assignment of the associate judges as needed.

2. Qualifications. During the term of this Contract, Gascoyne will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a municipal court judge.

3. Payment. The City will pay Gascoyne \$60.00 per hour for the duties performed under this Contract. Gascoyne will comply with any City required time-keeping procedures for this Contract.

4. Term. This Contract is effective on the latest date of the dates executed by the parties and continues through November 15, 2013. Beginning on November 16, 2013, and on November 16 of every odd-numbered year thereafter, this Contract will automatically renew for a two-year term, unless sooner terminated as provided in this Contract.¹

5. Termination. Gascoyne serves as an associate judge at the pleasure of the City's city council. Either party may terminate this Contract at any time, with or without cause.

6. Independent Contractor. Gascoyne will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, Gascoyne is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. Gascoyne is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.

7. Assignment. Gascoyne may not assign this Contract without the prior written consent of the City.

¹ Section 29.005 of the Government Code provides as follows:

The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired.

8. Law Governing and Venue. The laws of the State of Texas govern this Contract. A lawsuit arising from this Contract may only be filed and prosecuted in a court of competent jurisdiction located in Fort Bend County, Texas. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.

9. Entire Contract. This Contract represents the entire agreement between the City and Gascoyne and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

10. Prior Contracts. Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

CITY OF SUGAR LAND

JAMES L. GASCOYNE

Allen Bogard, City Manager

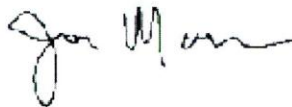
Date: _____

By: _____
Title: _____
Date: 11/04/11

ATTEST/SEAL:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:



PROFESSIONAL SERVICES CONTRACT

This Contract is made between the **City of Sugar Land, Texas, (the City)**, and **Phyllis A. Ross (Ross)**.

1. Services. Ross will serve as one of the associate judges of the City's municipal court. The associate judge performs all the duties of the presiding judge when the presiding judge is absent or unable to perform his or her duties. The associate judges report to and are supervised by the presiding judge. The presiding judge will establish or approve the schedules and assignment of the associate judges as needed.

2. Qualifications. During the term of this Contract, Ross will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a municipal court judge.

3. Payment. The City will pay Ross \$60.00 per hour for the duties performed under this Contract. Ross will comply with any City required time-keeping procedures for this Contract.

4. Term. This Contract is effective on the latest date of the dates executed by the parties and continues through November 15, 2013. Beginning on November 16, 2013, and on November 16 of every odd-numbered year thereafter, this Contract will automatically renew for a two-year term, unless sooner terminated as provided in this Contract.¹

5. Termination. Ross serves as an associate judge at the pleasure of the City's city council. Either party may terminate this Contract at any time, with or without cause.

6. Independent Contractor. Ross will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, Ross is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. Ross is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.

7. Assignment. Ross may not assign this Contract without the prior written consent of the City.

8. Law Governing and Venue. The laws of the State of Texas govern this Contract. A

¹ Section 29.005 of the Government Code provides as follows:

The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired.

lawsuit arising from this Contract may only be filed and prosecuted in a court of competent jurisdiction located in Fort Bend County, Texas. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.

9. Entire Contract. This Contract represents the entire agreement between the City and Ross and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

10. Prior Contracts. Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

CITY OF SUGAR LAND

PHYLLIS A. ROSS

Allen Bogard, City Manager

Date: _____

By: _____

Title: Associate Judge

Date: 11/2/11

ATTEST/SEAL:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Jon M. [Signature]